

#32664

DYNECOL, INC.

6520 GEORGIA STREET
DETROIT, MICHIGAN 48211
PHONE: (313) 571-7141
FAX: (313) 571-7190

September 4, 2003

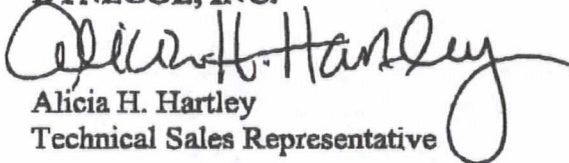


Conestoga-Rovers & Associates
Attn: Ms. Liz Faler
14496 Sheldon Road
Suite 200
Plymouth, MI 48170

Dear Ms. Faler:

Enclosed is a copy of Dynecol, Inc.'s Environmental Services Agreement for your review. Please note that the disposal pricing will be added to Attachment A, after review of the analysis for each waste material. If you require any additional information please call me at 313-530-9224. We appreciate the opportunity to work with CRA on this project.

Sincerely,
DYNECOL, INC.


Alicia H. Hartley
Technical Sales Representative

ENVIRONMENTAL SERVICES AGREEMENT

THIS ENVIRONMENTAL SERVICES AGREEMENT ("Agreement") is made as of September 4th, 2003 (the "Effective Date"), by DYNECOL, INC. ("Dynecol"); and CONESTOGA-ROVERS & ASSOCIATES ("Customer").

Background

A. **The Site.** The customer is conducting removal action activities at Sybill, Inc. located at 111 Military in Detroit, Michigan ("Site").

B. **Customer's Waste Materials.** The waste streams currently located at Sybill, Inc. include 2,000 - 5,000 gallons of an unknown alkaline material; 2,000 - 5,000 gallons of an unknown acid material; 2, 55-gallon drums of unknown peroxides and various laboratory chemicals ("Waste Materials").

C. **Dynecol's Environmental Services.** Dynecol is capable of performing various environmental management services (collectively, "Environmental Services"), including the transportation and disposal of regulated and non-regulated waste materials. The facility is located at 6520 Georgia Street in Detroit, Michigan. EPA ID Number MID 074 259 565. Facility contact: John Cannon, President (313) 571-7141.

D. **Proposed Arrangement.** Customer wishes to retain Dynecol to perform Environmental Services for Customer at the Site.

THEREFORE, Dynecol and Customer agree as follows:

1. **Environmental Services.** Customer retains Dynecol to perform, and Dynecol agrees to perform, the following Environmental Services: transportation and disposal of bulk acids, caustics, drums of peroxides and laboratory chemicals. All acids and caustics will be managed through Dynecol's wastewater treatment plant and the unknown peroxides will be sent off site for incineration. The final disposal method for the laboratory chemicals will be determined after review of the lab pack inventory, to be provided by the Customer. Dynecol's performance of Environmental Services shall be subject to the following:

a. **Waste Approval Requirements.** Acceptance of Waste Materials into the facility is pending review of a representative sample of each Waste Material, analysis and completion of Dynecol's Waste Approval Form. Required analysis for the waste materials include: TCLP metals, volatile organic compounds (VOCs) and semi-VOCs, pH, flash, reactive cyanide & sulfide, PCB's and %HOC's ("TOX").

b. **Hours of Operation.** Dynecol's hours of operation shall be 8:00 A.M. to 4:00 P.M. each day, Monday through Friday (Dynecol's "Normal Hours of Operation"), during which Normal Hours of Operation, Dynecol shall provide sufficient Dynecol personnel to enable Dynecol to perform all Environmental Services for Customer as required by this Agreement. If Customer requests Environmental Services before or after these hours on weekdays or on weekends or on any national or state holidays, Dynecol agrees to perform those services as provided under this Agreement, subject to availability of labor, and, if Dynecol performs those services outside of Dynecol's Normal Hours of Operation, Customer shall pay the premium fees for those services as provided in Attachment A. Customer shall provide at least a 24 hour advance notice to Dynecol in the event that the performance of Environmental Services outside Normal Hours of Operation will be required.

c. **Compliance With Laws.** Dynecol shall comply with all applicable laws and regulations, including, but not limited to, all federal, state, county and municipal laws and regulations, pertaining to Dynecol's performance of Environmental Services under this Agreement.

d. **Preparation of Shipping Documents.** Dynecol shall prepare all shipping documents that are required for the removal of Waste Materials from the Site.

e. **Fees.** In return for Dynecol's Environmental Services for Customer under this Agreement, Customer shall pay Dynecol fees as provided in the attached Attachment A. After Dynecol completes its performance of each specific Environmental Service requested by Customer during the Term, Dynecol shall send to Customer an invoice for the total fees payable for that Environmental Service (and, if applicable, for all costs and expenses reimbursable under Paragraph 2 of this Agreement). Customer shall pay Dynecol the net amount of the fees (and, if applicable, costs and expenses) stated in each of Dynecol's invoices within 30 days of the date of the invoice.

2. **Arrangement for Third-Party Services.** The parties acknowledge that Dynecol's ability to transport and dispose of Waste Materials is limited by the authority granted to Dynecol under its applicable operating permit(s), as amended and renewed from time to time (collectively, "Permit"). Accordingly, if Dynecol determines at any time during the Term that Dynecol is not authorized by its Permit to dispose of certain Waste Materials that Customer has asked Dynecol to handle, Dynecol agrees to retain on Customer's behalf qualified third-party(ies) ("Third Parties") who are authorized to dispose of the Waste Materials in question, and Customer agrees to reimburse Dynecol for all costs and expenses that Dynecol incurs in its retention of those Third Parties.

3. **Term.** The initial Term of this Agreement shall be the period beginning on the Effective Date of this Agreement and ending at the close of business on December 31, 2003.

4. **Insurance Provided by Dynecol.** Throughout the Term of this Agreement, Dynecol shall procure and maintain, at its own expense, insurance against such risks and in amounts no less than stipulated below:

- a. Worker's disability insurance, including occupational disease insurance, in compliance with the statutory limits of the worker's disability insurance laws of the State of Michigan.
- b. Employer's liability insurance in an amount not less than \$1,000,000.
- c. Comprehensive truck and general liability insurance, including, but not limited to, blanket contractual liability, in amounts not less than \$5,000,000 (for truck) and

\$2,000,000 (for general liability) per occurrence for bodily injury and property damage. Such insurance shall be endorsed naming Customer as an additional insured.

Dynecol shall furnish Customer with satisfactory evidence of compliance with the applicable worker's disability laws, and with certificates of insurance for all other insurance as required above. All such policies and certificates shall be endorsed with the requirements as stated above, and shall further be endorsed with the notation that Customer shall be advised in writing at least 30 days before the expiration, cancellation or any material change in the coverage or any material change in the limits of liability of such insurance policies.

5. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire understanding between the parties relating to the subject matter of this Agreement. This Agreement is expressly limited to the terms and conditions contained in this Agreement, and neither party's terms and conditions in acknowledging or accepting this Agreement or in issuing purchase orders, releases or shipping instructions under this Agreement or other documents shall alter in any way the provisions of this Agreement, unless signed by a duly authorized representative of the other party. Neither party shall be bound by any change in, addition to or waiver of any of the provisions of this Agreement unless approved in writing by its authorized representative.

IN WITNESS OF THIS AGREEMENT, the parties have signed below, by their duly authorized representatives, effective as of the date first written above in this Agreement.

CONESTOGA-ROVERS & ASSOCIATES

DYNECOL, INC.

By _____

Its _____

By _____
John K. Cannon
Its President